

TEAM LOCUMS

"Healthcare Staffing Resources"

LOCUM TENENS PROVIDER AGREEMENT

This is an Agreement between TEAM LOCUMS, LLC, ("Agency"), with its' principal place of business at 9522 Alta Mira Drive, Dallas, TX 75218, and the Provider described below ("Provider"), to provide locum tenens medical services at the assignment address and for the rates and periods described in Addendums and Exhibits provided for herein, subject to the terms of this agreement.

1. PROVIDER INFORMATION

Contractor Name: Jonel Daphnis, MD

Remit to Address: 1000 Bourbon Street, B426

City, State, Zip: New Orleans, LA 70116

Phone: 917-406-6667

Email: fikrumpho@yahoo.com

SS# or Tax ID: 589-14-3764

2. RATE INFORMATION

Agency's pay rates will be shown as a separate Exhibit A for each assignment accepted and will become a part of this Agreement. For each assignment agreed upon between Agency, a client of Agency ("Client") and Provider, an Exhibit A will be generated by Agency and delivered to Provider. A facsimile or email transmission of a signed Exhibit A shall be sufficient for all purposes. The Exhibit A shall identify the Client's location of the assignment that requires the services of Provider, the Provider's corresponding pay rate and the corresponding dates of the assignment. The provisions of Exhibit A shall be binding. The provisions of this Agreement will apply to each Exhibit A except in case of conflict between terms, in which event the Exhibit A shall control as to the particular assignment involved.

3. AGENCY RESPONSIBILITIES

Agency agrees to:

- a. To use its best efforts to provide acceptable locum tenens assignment(s).
- b. To provide medical malpractice liability insurance on behalf of Provider through such carrier as is then providing coverage to all of the independent contractor physicians of Agency.
- c. To coordinate between Provider and Client the round-trip transportation, lodging and local transportation necessary for the placement of Provider hereunder. Provider acknowledges that Client is responsible for paying the costs of such transportation and lodging.

4. PROVIDER RESPONSIBILITIES

Provider agrees to:

- a. To provide medical services in accordance with the policies, procedures and medical staff bylaws in effect in the client's facility or facilities in which Provider provides such services, including, but not limited to, maintaining proper and appropriate medical records and/or signing all appropriate reports in a timely manner.
- b. To procure, keep and maintain state statutory limits for workers compensation and unemployment insurance to the extent applicable for independent contractors. Provider warrants and agrees that Provider is not eligible for such benefits from Agency or Client.
- c. To promptly provide Agency with all information and documentation requested by Agency or Client.
- d. Except as provided in paragraph 3(c) of this Agreement, or as otherwise agreed in writing by Agency or Client, to pay for all of Provider's additional expenses, including, but not limited to, upgrades on all airline, lodging, and ground transportation, food, and personal telephone and entertainment costs.
- e. On Monday of each week during the term of this Agreement, to email or fax to Agency a weekly Provider Statement of

Work Performed ("Time Sheet") along with a copy of receipts in support of approved expenses for the week, signed by an authorized representative of Client. Provider acknowledges and agrees that Agency shall not be obligated to make any payment to Provider for any period for which Agency has not received both an approved Time Sheet, signed by an authorized representative of Client and copies of receipts for valid expenses.

f. To indemnify, defend and hold harmless Agency, its respective officers, employees, agents and affiliates, from and against any and all liability, loss, cost and expense (including, without limitation, reasonable attorney's fees) arising out of or in connection with Provider's negligent acts or omissions that are not covered by Agency's medical malpractice liability insurance.

g. All payment for Provider's services hereunder [except the fees payable to Provider by Agency pursuant to any subsequent Exhibit A] shall be the property of Client. Provider agrees to immediately receive as a consequence of Provider's services hereunder, and Provider hereby irrevocably authorizes Client to endorse and deposit checks and other instruments made payable to the Provider for such services. Provider further agrees to deliver written evidence of assignment of fees and the authority herein granted to such Medicare or Medicaid carrier, government agency or entity, bank or other party as maybe designated by Client or by any facility of Client at which medical services are performed by Provider hereunder.

h. That the terms of this Agreement, and Provider's engagement hereunder, are confidential, and, except as required by law, Provider shall not, directly or indirectly, without the prior written consent of Agency, disclose the terms of this Agreement or Provider's assignment hereunder, to any third party.

i. To notify Agency immediately of any offers of employment received from Clients introduced to Provider by Agency. Provider acknowledges that Agency is entitled to a placement fee should Client recruit Provider for employment.

j. To provide Agency with no less than 30 days' notice before canceling any arranged, scheduled, or ongoing locum tenens assignment, whether verbal or written. In the event such notice is not forthcoming, Provider agrees to pay any cost incurred by Agency or its Client pertaining to credentialing, transportation, lodging, mailing and facsimile but only those expenditures that result from Provider's promise, verbal or written, to perform such scheduled shifts.

5. TERMS OF AGREEMENT

This Agreement shall take effect upon the execution hereof and shall continue until the earlier of:

- a. Provider's inability to obtain practicing credentials at the facility where Provider will be providing services.
- b. The request by Client that Provider is removed from the assignment.
- c. The cancellation by Client of its Master Client Agreement with Agency.
- d. The refusal of Agency's medical malpractice insurer to provide coverage to Provider or the cancellation of Provider's insurance coverage by such carrier.
- e. The material misrepresentation or willful omission from any curriculum vitae or credentialing documents provided by Provider to Agency, or
- f. The loss by Provider of any license, certification or privilege required for the delivery by Provider of medical services hereunder.

6. GENERAL

Provider and Agency agree:

- a. Any notice provided for in this Agreement shall be in writing and shall be sent to the President of Agency or to Provider at the addresses shown on the attachment to this Agreement or to such other address as either party may from time to time specify by notice to the other party. Provider, Client and Agency are independent entities. Without limiting the generality of the foregoing, Provider acknowledges and agrees that Provider is not an employee of Agency. Provider shall be responsible for the payment of all income, Social Security, Medicare, self-employment and other taxes, federal, state and local, due upon the amount paid to Provider pursuant to this Agreement, and that no such taxes shall be paid or withheld by Agency. Agency may request that Provider show proof that all appropriate tax forms have been filed or paid with the appropriate taxing authorities. Provider further acknowledges that as a consequence of this Agreement, and the services provided by Provider hereunder or upon the termination of this Agreement, he/she is not entitled to any benefits from Agency of any kind, including, but not limited to: vacation pay, unemployment benefits or worker's compensation benefits.
- b. Anything in the Agreement to the contrary notwithstanding, Agency shall not have or exercise any control of any kind or nature over the manner or means by which Provider performs medical services or makes medical judgments or determinations, nor shall any provision of this Agreement be deemed or construed to mean that Agency, or any employee of Agency, is engaged in the practice of medicine.
- c. Any dispute or disagreement arising out of or relating to this Agreement shall be resolved by binding arbitration conducted

in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrator (s) may be entered and enforced in any court of competent jurisdiction.

d. This Agreement: (1) constitutes the entire agreement of the parties with respect to the subject matter hereof; (2) may not be amended, altered or revised, except by instrument in writing, signed by both parties; (3) shall be binding upon the parties, their heirs, personal representatives, successors and assigns; (4) is severable, and if any provision shall be deemed to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement; (5) shall be deemed to be a contract made and entered into under the laws of the State of Texas and the laws of such State shall govern the interpretation and enforcement hereof.

e. The provisions of Section 4 (g) and (h) shall survive the termination or expiration of this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown opposite their respective signatures.

THIS CONTRACT CONTAINS A BINDING ARBITRATION AGREEMENT PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Agency: TEAM LOCUMS, LLC

Signature

Janel Daphins, MD MPH

Printed Name/Title

3/31/17

Date

Provider: _____

Signature

Printed Name/Title

Date

Please return by fax to TEAM LOCUMS at (844) 578-8326

TEAM LOCUMS

"Healthcare Staffing Resources"

LTPA EXHIBIT A

AGREEMENT FOR LOCUM TENENS COVERAGE BETWEEN AGENCY AND PROVIDER

Provider's Name: Jonel Daphnis, MD

Provider's Rate:

- (1) \$ 250.00 per hour, minimum twelve (12) hour day, as a base fee for services performed for Client
- (2) \$ 250.00 per hour for overtime.
- (3) A flat fee for carrying a pager of \$ n/a for when Provider is on telephone duty after a standard workday. This on-call does not apply to weekend or holidays.
- (4) A flat fee for carrying a pager of \$ n/a for weekend or holiday coverage.
- (5) If Provider is called in while 'on call', the fees specified in (1) will apply.

Provider's Assignment Location (s):

Client Name: C&M Medical Services
Facility #1: Riverside Medical Center
Address: 1900 Main St, Franklinton, LA 70438
Phone: (985) 839-4431
On-Site Contact: TBD

Provider's Dates of Assignment: Orientation IBD. December 27-29 7a-7p. Future dates IBD

Addendum to Contract: Provider shall not undertake the practice of medicine, whether as a sole practitioner, as a member of a group, as an employee, partner or in any other capacity, at any of Client's locations listed above except as a consequence of placement by TEAM LOCUMS, on a temporary or permanent basis, for a period of two (2) years following the last date that Provider provided services for that Client under this Agreement.

When the scheduling requires the Provider to remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve or Christmas Day (or any local holiday observed by Client) a premium equal to one hundred fifty percent (150%) of the normal hourly rate will be charged.

Provider

Signature

Kevin Weaver, Director

Printed Name/Title

Date

10/11/17

TEAM LOCUMS, LLC

Signature

Kevin Weaver, Director

Printed Name/Title

Date

Please return by fax to TEAM LOCUMS at (844) 578-8326

TEAM LOCUMS**"Healthcare Staffing Resources"****CLIENT AGREEMENT**

This Healthcare Staffing Agreement is entered into this 8th day of October, 2015. The parties to this agreement are Team Locums, LP (hereinafter referred to as "Agency") and C&M Medical Services (hereinafter referred to as "Client").

WITNESSETH:

WHEREAS, Agency is engaged in the business of staffing Locum Tenens

WHEREAS, Client wishes to contract with Agency for the provision of such personnel ("Provider").

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

1. AGENCY'S RESPONSIBILITIES**Agency agrees to:**

- a. Use our best efforts to provide acceptable Locum Tenens Provider (s).
- b. Pay for malpractice insurance coverage through our insurance carrier for any and all Providers working through Agency.
- c. Screen and refer all Provider candidates.
- d. Provide complete travel and lodging arrangements for Provider upon Client's request.
- e. Assist in verification of Provider's credentials, and licensure, as necessary.
- f. Perform reference and background checks, upon request.
- g. Provide compensation for the Provider (s) directly;

2. CLIENT RESPONSIBILITIES**Client agrees to:**

- a. Provide Provider(s), according to the required specialty, with a reasonable work schedule, reasonably maintained, usual and customary equipment and supplies, a suitable practice environment complying with the acceptable ethical and procedural standards, and, as necessary, appropriately trained support staff to enable the Provider to perform medical service.
- b. Provide for costs of round-trip transportation for Provider(s) to and from the assignment location, including round trip transfers to and from the nearest major commercial airport and local transportation.
- c. Provide housing for the Provider during the time Provider is at the assignment location.
- d. Be responsible for obtaining, with the assistance of Agency, hospital privileges necessary for Providers. All costs associated with obtaining such privileges shall be borne by Client.
- e. Pay invoices submitted by Agency immediately upon receipt. A service charge shall be assessed at the rate of one and a half percent (1½%) per month for any amounts past due, or the maximum amount allowed by law, whichever is less. Additionally,
 - i. Client agrees to be solely responsible for billing and collection for Provider's services to Client's customer (s) and further agrees that Agency will be paid for its invoices regardless of whether or when Client is paid on its billings or collections.
 - ii. Pay any and all cost of collection and/or attorney fees for any amounts due Agency.
 - iii. If a dispute arises on any balance owed, Client agrees to pay all undisputed balances as they come due.
- f. Comply with AMA, The Joint Commission (and/or ISO 9000) and all Federal, State and Local standards relating to patient care and related activities.
- g. Request immediate removal of Provider at any time after notifying Agency immediately upon the occurrence of any event or circumstance which may affect the completion of the assignment.
- h. If immediate removal of Provider is necessary before completion of hours agreed to, verbally or in writing, submit a written notice within 5 business days to Agency, specifying all reasons and facts supporting the request for immediate removal. This information may be shared with Provider upon request.
- i. In the event Provider is removed under this subparagraph, Client agrees to pay for actual days worked by Provider, lodging expenses and return transportation for Provider.
- j. Agency shall have no responsibility to Client after such removal, except to use its best efforts to replace Provider, if requested.

3. COMPENSATION AND BILLING

Agency's rates will be shown as a separate Exhibit A for each Provider accepted and will become a part of this Agreement. For each placement agreed upon between Agency Client and a Provider under contract with Agency, an Exhibit A will be generated by Agency and delivered by mail, email, or fax or otherwise to Client. A facsimile transmission of a signed Exhibit A shall be sufficient for all purposes. The Exhibit A shall identify the Provider to fill the placement, his/her corresponding Bill Rate, the corresponding dates of the engagement and the initial deposit required, if any. The provisions of Exhibit A shall be binding. The provisions of this Agreement will apply to each Exhibit A except in case of conflict between terms, in which event the Exhibit A shall control as to the particular assignment involved.

4. PERMANENT PLACEMENT NON-SOLICITATION

- a. During the term of this Agreement and for a period of one (1) year after this Agreement is terminated for any reason, Client agrees that should Agency present Provider prior to any other agency or any other source, Client will only accept Provider either for locum tenens assignment or for permanent hire through Agency.
- b. Client may from time to time request Agency to supply candidates for direct hire by Client. Should Client offer Provider a position, either permanent or Locum Tenens without going through agency, with any clinic, organization, or group, either owned, operated, or affiliated with Client, whether or not in Client's actual community, or should Client assist Provider in obtaining a position or receive any benefit as a result of Provider accepting such a position, Client agrees to pay Agency a fee equal to 15% of the candidates' offered annual compensation and the candidate shall become a direct Employee of the Customer. This fee is payable upon Employee's first day of employment at Customer.
- c. Client will provide Agency with a copy of the offer letter given to the Employee. Agency will provide a limited guarantee for the candidates that the Client decides to direct hire. If the Employee leaves the Client within the first 90 days of employment, then, at the Client's option, Agency will either replace Employee with no charge to Client, or return a partial fee as follows. If the Employee leaves the Client within the first 5 days of employment and before 30 days of employment by Client, then Agency will reimburse 75% of the fee to the Client. If the Employee leaves after 30 days of employment and before 60 days of employment by Client, then Agency will reimburse 50% of the fee to the Client. If the Employee leaves after 60 days of employment and before 90 days of employment by Client, then Agency will reimburse 25% of the fee to the Client. No fee will be returned after the Employee has worked for 90 or more days at the Client.
- d. Client agrees to notify Agency if Provider was presented prior to Agency's presentment within twenty-four (24) hours of provider being submitted by Agency.
- e. This Agreement will be considered terminated on the date Client cancels this Agreement in writing, but no such cancellation will reduce or alter Client's obligation to pay Agency the fees it is owed hereunder.
- f. If the Provider accepts a permanent position, the Conversion Fee is due in full and payable on the first day the Provider performs services in the new permanent position.
- g.

Physicians Conversion Schedule**Hours worked through Customer**

	Fee
0-300	\$18,000
301-500	\$15,000
501-700	\$12,000
Greater than 701	\$10,000

NP/PA Conversion Schedule**Hours worked through Customer**

	Fee
0-300	\$12,000
301-601	\$9,000
601-900	\$5,000
901-1200	\$3,000

601.30 EM-Docs
240 Dnting
841.50

5. TERMINATION

- a. In the event of an arranged, scheduled, or ongoing locum tenens assignment, Client shall give written notice to Agency no less than sixty days (60 days) prior to cancellation or termination of the assignment. In the event of failure to give the required notice, Client shall pay one-half (1/2) of the total sum due for the scheduled locum tenens period.
- b. If any payment is not received when due as required in this Agreement or if contract is otherwise breached, Agency has the right to cancel the Agreement and remove the Provider from the facility without any further obligation.
- c. This Agreement will continue to renew from year to year until canceled in writing by either party.

6. GENERAL PROVISIONS

- a. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or by telex, facsimile transmission, telegram or overnight delivery service, or 72 hours after having been mailed by certified or registered mail, return receipt requested and postage paid, to the recipient. Such notices, requests, demands and other communications shall be sent to each party at the address indicated below.

Agency

TEAM LOCUMS

9522 Alta Mira Drive

Dallas, TX 75218

PH: (855) 578-8326

FAX: (844) 578-8326

Client

C&M Medical Services Attn:

CRIS MANDRY, MD
3223 8th Street, Suite 300
Metairie, LA 70002

PH: 504 833-7770

FAX: 504 833-4025

- b. Provider is an independent contractor and not an employee of Agency.
- c. Anything in the Agreement to the contrary notwithstanding, Agency shall not have or exercise any control of any kind or nature over the manner or means by which Provider performs medical services or make medical judgments or determinations, nor shall any provision of this Agreement be deemed or construed to mean that Agency or any employee of Agency is engaged in the practice of medicine.
- d. This Agreement: (1) constitutes the entire agreement of the parties with respect to the subject matter hereof; (2) may not be amended, altered or revised, except by instrument in writing, signed by both parties; (3) shall be binding upon the parties, their heirs, personal representatives, successors and assignees; (4) is severable, and if any provision shall be deemed to be invalid or unenforceable, such determination shall not affect the validity or enforceability or any other provision of this Agreement; This Agreement shall be governed by the laws of the State of Texas. If legal action is required, Dallas County in the State of Texas has jurisdiction and all proceedings will be held in Dallas County.

Agency: TEAM LOCUMS, LP
KW TEAM
LOCUMS
 Signature

Kevin Weaver, GP

Printed Name/Title

10/08/2015

Date

Client: C&M Medical Services

Kim Eddings
 Signature

Kim Eddings / Finance Director
 Printed Name/Title

10/8/15

Date

Please return by fax to TEAM LOCUMS at (844) 578-8326

TEAM LOCUMS

"Healthcare Staffing Resources"

TLCA CONFIRMATION

AGREEMENT FOR LOCUM TENENS COVERAGE BETWEEN AGENCY AND CLIENT

Provider's Name: Jonel Daphnis, MD

Provider's Dates of Assignment: December 27-29 7a-7p. Future dates TBD

Provider's Rates:

- (1) \$ 300.00 per hour, minimum twelve (12) hour day, as a base fee for services performed for Client.
- (2) \$ 300.00 per hour for overtime.
- (3) \$ n/a for weeknight on-call rate.
- (4) \$ n/a for weekend on-call rate.
- (5) If Provider is called in while 'on call', the fees specified in (2) will apply.
- (6) \$ included per hour for Malpractice Insurance.
- (7) \$ n/a Per Diem per day.

Provider's Assignment Location: C&M Medical Services

Facility #1: Riverside Medical Center (RMC)

Address: Franklinton, LA

Phone: (504) 833-7770

On-Site Contact: Stephanie L. Roussel or TBD

Client agrees to provide the Provider with an acceptable automobile for local transportation and acceptable lodging during the placement or to reimburse TEAM LOCUMS for actual costs if TEAM LOCUMS arranges rental car and housing. Client agrees to pay any costs required by Client's clinics, hospitals or affiliates for credentialing. Client agrees to reimburse TEAM LOCUMS for round-trip travel and related expenses. All invoices are due and payable upon receipt. Billing periods are weekly. Charges are invoiced as services are performed and are due on receipt. When the scheduling of a Provider requires the Provider to remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve or Christmas Day (or any local holiday observed by Client) a premium equal to one hundred fifty percent (150%) of the normal hourly rate will be charged.

Agency: TEAM LOCUMS, LLC

Kevin

Weaver

Signature

Kevin Weaver, Director

Printed Name/Title

10/19/2017

Date

Digitally signed by Kevin Weaver
DN: cn=Kevin Weaver, o=Team
Locums, ou,
email=kevin@teamlocums.com,
c=US
Date: 2017.10.19 12:20:57 -0500

Client:

C&M Medical Services

Kim Eddings

Signature

Kim Eddings / Finance Director

Printed Name/Title

10-25-17

Date

Please return by fax to TEAM LOCUMS at 1-844-578-8326

TEAM

"Healthcare Staffing Resources"

TLCA AMMENDMENT – EXHIBIT B

AGREEMENT & AMMENDMENT TO CLIENT CONTRACT DATED 10/08/2015 BETWEEN AGENCY AND CLIENT

4. PERMANENT PLACEMENT NON-SOLICITATION

- b. New agency fee shall be \$15,000.00 fee for permanent ER or Hospitalist physician.
- c. 90 day guarantee remains the same.
- g. Discounted permanent fee based on hours worked as a locums at conversion to permanent employee.

New Exclusive Conversion Table:

Physicians Conversion Schedule

Hours worked through Customer	Fee
0-300	\$15,000
301-500	\$12,000
501-700	\$10,000
Greater than 701	\$8,000

f. If it is locums-to-permanent hire, "on the job interview". Hourly bill rate is a discount rate of 20% above what's paid to the provider pay & cost of malpractice insurance.

Our focus in the following order of priority would be to recruit permanent providers and 60-90 day locums-to-perm candidates (depends on the provider's current employment agreements).

Agency: TEAM LOCUMS, LLC

Kevin

Weaver

Signature

Kevin Weaver, Director

Printed Name/Title

1/9/2017

Date

Client: C&M Medical Services

Signature

Printed Name/Title

Date

Please return by fax to TEAM LOCUMS at 1-844-578-8326

TEAM LOCUMS | www.teamlocums.com
 1-855-578-TEAM | Fax: 1-844-578-TEAM